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7 ATTORNEY FOR DEFENDANT,  
8 COUNTY OF MONTEREY

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

12 DAWN ALLEN, JEFF BOLES, ROGER  
13 MCRAE, on behalf of themselves and all  
others similarly situated,

14 Plaintiffs,

15 vs.

16 COUNTY OF MONTEREY, and DOES  
17 1-50.

18 Defendant.  
19 /

CASE NO. CV 13-01659LHK

**STIPULATION AND (PROPOSED)  
ORDER RE: DISMISSAL**

20  
21 TO THE HONORABLE COURT AND ALL PARTIES:

22 WHEREAS, certain disputes arose between the COUNTY and Plaintiffs  
23 pertaining to how the regular and overtime rates of pay were determined in the  
24 calculation of overtime, after implementation of a new payroll system known as  
25 Advantage HRM. Plaintiffs claimed their regular and overtime rates had been  
26 improperly calculated and they were underpaid for overtime worked. The period of time  
27 at issue includes portions of August 2010 through October 2011; and  
28

1 WHEREAS, on April 11, 2013, Plaintiffs filed the above-captioned putative  
2 collective action lawsuit (hereinafter the "Action"), alleging damages resulting from  
3 violations of the Fair Labor Standards Act's wage and hours provisions (29 U.S.C. §  
4 216(b)), and named the County of Monterey ("County") as the Defendant (Docket #1).  
5 May 6, 2013, Defendant filed an Answer, asserting affirmative defenses. (Docket #10);  
6 and

7 WHEREAS, July 12, 2013, as a part of the Court's Alternative Dispute Resolution  
8 program, the Parties were referred to court-ordered mediation with Alan R. Berkowitz  
9 (Docket #25). Mr. Berkowitz conducted two separate mediation sessions at which the  
10 Parties were represented by counsel and negotiated at arms-length. Plaintiffs were  
11 represented by Josh Konecky of Schneider Wallace Cottrell Konecky LLP, and  
12 Defendant was represented by Janet Holmes, Deputy County Counsel, Office of the  
13 Monterey County Counsel. At the close of the second mediation session on December 3,  
14 2013, Mr. Berkowitz made a mediator's proposal, which the parties accepted on  
15 December 4, 2013. As a result of the mediation, Plaintiffs and Defendant each wish to  
16 settle and resolve the pending matter in order to avoid the disruption, inconvenience,  
17 burdens, costs, delays and those uncertainties incident to legal proceedings; and

18 WHEREAS, the parties have entered into a Settlement Agreement, a copy of  
19 which is attached hereto as Exhibit A.

20 WHEREAS, the Settlement Agreement provides for aggregate payments equaling  
21 two times the full amount of overtime differentials that are allegedly due to all the  
22 employees at issue in this action in connection with the implementation of the payroll  
23 system known as Advantage HRM. (See ¶¶ 2D & E of Settlement Agreement.)

24 WHEREAS, pursuant to the Settlement Agreement, the parties have stipulated to  
25 the filing of an Amended Complaint that removes allegations of additional "off the  
26 clock" work alleged in the original complaint. The stipulation and Amended Complaint  
27 is filed concurrently with this Stipulation and proposed Order re Dismissal.

28

1 WHEREAS, the Settlement Agreement further allows individuals with claims or  
2 potential claims based on alleged "off the clock" work to pursue such claims in a separate  
3 proceeding, subject to whatever statute of limitations defenses and tolling arguments that  
4 may apply based on the pleadings on file during the pendency of this action. Defendant  
5 maintains that this issue only affects 3 people and is not suitable for class or collective  
6 action treatment; Plaintiffs dispute the number of potentially affected employees, but  
7 agree that it would be in the interests of all sides for this issue to be addressed in a  
8 different proceeding.

9 WHEREAS, the only payments made pursuant to this Settlement Agreement and  
10 covered by the Amended Complaint are those arising from the dispute regarding the  
11 determination of the regular rate of pay in calculating overtime for time already recorded  
12 in the County's timekeeping and payroll system, for the Probation Officers and Juvenile  
13 Institution Officers described in Paragraph 18 of the Amended Complaint, during the  
14 period of time August 2010 to October 2011.

15 WHEREAS, the Settlement Agreement does not require any Plaintiff or other  
16 employee to execute a release of these or any other claims, notwithstanding the overtime  
17 and penalty payments provided herein.

18 WHEREAS, the total aggregate amount of unpaid overtime calculated to be due to  
19 all the covered employees is \$15,635.12, and the aggregate payments to the employees  
20 will be twice this amount under the Settlement Agreement.

21 WHEREAS, after all payments to the employees, the amount that will remain for  
22 payment to Plaintiffs' counsel to compensate them for their attorneys' fees and costs will  
23 be approximately \$49,576.00, and Plaintiffs' counsel represent that their lodestar exceeds  
24 \$125,000.00.

25 WHEREAS, the parties have agreed by and through their respective counsel that  
26 no motion should be required as to the status of the collective action or this Settlement  
27 because (1) all potential plaintiffs have been paid in full, with penalties, and no release,  
28 for the claims now covered by this lawsuit, (2) there is no release for any other claims

1 that have ever been at issue in this case; (3) there have been no allegations under FRCP  
2 23; and (4) the attorney time and expense for both sides in briefing the matter further  
3 would outweigh the total amount in dispute for the claims covered by the case;

4 IS IT HEREBY STIPULATED

5 Pursuant to a Settlement Agreement attached, between Plaintiffs DAWN ALLEN,  
6 JEFF BOLES, ROGER MCRAE and Defendant COUNTY OF MONTEREY, et al., the  
7 parties hereby request that all parties be dismissed with prejudice from the above-entitled  
8 action, with each party to bear their own fees and costs.

9 WHEREFORE, IT IS SO STIPULATED.

10  
11 Dated: April 23, 2014

CHARLES J. McKEE  
County Counsel

12  
13  
14 By:  for

JANET L. HOLMES, Deputy County Counsel  
Attorneys for Defendant, COUNTY OF MONTEREY

15  
16 Dated: March 27, 2014

SCHNEIDER WALLACE COTTRELL KONECKY LLP

17  
18 By: 

JOSHUA KONECKY  
Attorneys for Plaintiffs, DAWN ALLEN, et al.

19  
20  
21 **ORDER**

22  
23 Good cause appearing therefore, and based upon the Stipulation above, and the  
24 Settlement Agreement attached as Exhibit A, IT IS HEREBY ORDERED: This case is  
25 dismissed.

26 Dated: \_\_\_\_\_, 2014

27 UNITED STATES DISTRICT COURT JUDGE  
28

## **Exhibit A**

## SETTLEMENT AGREEMENT

This **Settlement Agreement** (hereinafter, "Agreement") is entered into by and between the following parties ("the Parties"): Plaintiffs Dawn Allen, Jeff Boles and Roger McRae (hereinafter "Plaintiffs") and Defendant County of Monterey (hereinafter "COUNTY" or "Defendant").

### RECITALS

A. Plaintiffs were at all pertinent times, and are, employees of the COUNTY, assigned as Probation Officers or Juvenile Institution Officers/Supervisors in the COUNTY's Probation Department

B. Certain disputes arose between the COUNTY and Plaintiffs pertaining to how the regular and overtime rates of pay were determined in the calculation of overtime, after implementation of a new payroll system known as Advantage HRM. Plaintiffs claimed their regular and overtime rates had been improperly calculated and they were underpaid for overtime worked. The period of time at issue is on or about August 2010 through on or about October 2011.

C. On April 11, 2013, Plaintiffs filed a putative collective action lawsuit in federal court, U.S.D.C. Northern District of California (the "Court"), Case No. CV 13-02659 (hereinafter the "Action"), alleging damages resulting from violations of the Fair Labor Standards Act's wage and hours provisions (29 U.S.C. § 216(b)). (Docket #1). The COUNTY was named as the Defendant. May 6, 2013, Defendant filed an Answer, asserting affirmative defenses. (Docket #10).

D. July 12, 2013, as a part of the Court's Alternative Dispute Resolution program, the Parties were referred to court-ordered mediation with Alan R. Berkowitz. Mr. Berkowitz conducted two separate mediation sessions at which the Parties were represented by counsel and negotiated at arms-length. Plaintiffs were represented by Josh Konecky of Schneider Wallace Cottrell Konecky LLP, and Defendant was represented by Janet Holmes, Deputy County Counsel, Office of the Monterey County Counsel. At the close of the second mediation session on December 3, 2013, Mr. Berkowitz made a mediator's proposal, which the parties accepted on December 4, 2013. As a result of the mediation, Plaintiffs and Defendant each wish to settle and resolve the pending matter in order to avoid the disruption, inconvenience, burdens, costs, delays and those uncertainties incident to legal proceedings.

NOW, THEREFORE, in consideration for the promises and terms set forth below, Plaintiffs and the COUNTY do covenant and mutually agree as follows: .

### COVENANTS

1. **CONSIDERATION.** The parties stipulate to amend the Complaint in the Action to delete Paragraphs 3 and 15, pertaining to allegations of "off the clock" work as a result of "flex

time” issues. A copy of the Amended Complaint is attached as Exhibit A hereto. Individuals with claims or potential claims based on alleged “off the clock” work arising from the facts alleged in Paragraphs 3 and 15 of the original Complaint may pursue such claims if they wish, but the County does not waive statutes of limitations or any other defenses to those claims, except that this Agreement does not affect whatever tolling of the statute of limitations that may apply as a result of the pendency of the claims. Thus, this Settlement Agreement does not settle or resolve any claims that were raised or could have been raised under numbered Paragraphs 3 and 15 in the original Complaint in this Action. Rather, the only payments made pursuant to this Settlement Agreement and covered by the Amended Complaint are those arising from the dispute regarding the determination of the regular rate of pay in calculating overtime for time already recorded in the County’s timekeeping and payroll system, for the Probation Officers and Juvenile Institution Officers described in Paragraph 18 of the Amended Complaint, during the period of time August 2010 to October 2011. This settlement also does not require any Plaintiff or employee to execute a release of these or any other claims, notwithstanding the overtime payments as provided herein.

2. Plaintiffs agree to cause a request for dismissal to be filed in United States District Court, Northern District of California, Case No. CV-13-02659 within five (5) days of receipt of the settlement check described below, in exchange for

A. Payment of overtime wage differentials and penalties due to all current and former employees in the job positions described in Paragraph 18 of the Amended Complaint, who were impacted by the regular rate calculations made by the Advantage HRM system at any time during the period of time on or about August 2010 to on or about October 2011

B. The amount of overtime owed to each employee covered by Paragraph 18 of the Amended Complaint is set forth on the “Summary Sheet of Probation Employee OT Calculations,” attached as Exhibit B to this Settlement Agreement. In calculating the overtime due during the period specified in the preceding paragraph, hours and the corresponding dollar values of County holidays, vacation, compensatory time, paid time off (subject to the provisions of the S Unit MOU) were counted in calculating the regular rate of pay, in addition to the other requirements of FLSA. The County also ensured that pay for all overtime hours are calculated at time and one half.

C. The County will verify the accuracy of the calculations by using the “80 Hour Calc” Worksheet to cross-check a sample of the adjustments shown on the Summary Sheet of OT Adjustments. The sample consists of each of the overtime adjustments for the ten employees with the largest total adjustments on the Summary Sheet. The County shall provide the results of the cross check to Plaintiffs’ counsel within 14 days of the final execution of this agreement, as set forth below. To the extent the cross check indicates discrepancies in the overtime calculations, the parties will meet and confer to determine whether further adjustments need to be made.



D. On December 20, 2013, the County paid all individuals described in Paragraph 18 of the Amended Complaint, 100% of the amount of back pay calculated under the previous paragraphs (as reflected in the attached Summary Sheet), plus 20% of that amount for penalties. The total amount of these payments was \$15,636.12. The payments are subject to W2 withholding.

E. No later than 10 days after approval of the settlement and/or dismissal by the District Court, the County will make payment to the client trust account of Schneider Wallace Cottrell Konecky in the amount of \$60,000 in attorneys' fees, costs and expenses, to be designated as follows: Plaintiffs' counsel will designate \$10,424.00 (80% of the amount of the overtime back pay) to the affected employees, to be distributed on a pro rata basis in the same proportion as the overtime back pay payments shown on the Summary Sheet attached as Exhibit B, as additional liquidated damages. The County will provide Plaintiffs' counsel with the full names and last known mailing addresses corresponding to each Employee ID on the Summary Sheet or otherwise facilitate the delivery of checks made by Plaintiffs' counsel to such individuals.

F. The County has met, or shall meet, with any employee who disputes the amount calculated for his or her overtime payment to explain and verify the calculation. To the extent there is still a dispute, the parties will meet and confer to resolve it in the most expeditious fashion.

G. The County will restore any Probation Officer's or Juvenile Institution Officer/Supervisor's unused vacation accruals that have been omitted or deleted from such employees' accrual balances in connection with the Advantage HRM transition, or have not fully accrued as a result of the accrual cap reducing from 340 hours to 260 hours during the Advantage HRM transition. To the extent that restoring vacation results in the amount of accrued vacation exceeding the limits (340 hours for supervisors), the normal payout procedures will apply.

H. As all employees affected by the overtime miscalculation will have already been paid for all overtime due and penalties, and there is no release required of any employees receiving the payments, the parties will jointly request that the Court to permit the settlement to proceed without further notice to employees or an opt in procedure. However, should the Court require a form of notice or other procedure, the parties will make their best efforts to effectuate that procedure in the most efficient and cost effective way.

I. The parties hereto (Plaintiffs and Defendant) each agree to bear their own costs and fees.

**2. NO ADMISSION OF LIABILITY.** This Agreement is made in good faith and the



exchange of the consideration described herein does not constitute an admission of any liability on the part of COUNTY regarding the acts or omissions set forth by Plaintiffs and their legal representatives.

**3. COUNTERPARTS.** This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original for all purposes.

**4. MODIFICATION OF AGREEMENT.** This Agreement, and any and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties (or their successors-in-interest, as appropriate).

**5. APPLICABLE LAW.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

**6. COOPERATION IN DRAFTING.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

**7. FAIR SETTLEMENT.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current or potential.

**8. HEADINGS.** The descriptive heading of any section or paragraph of this Agreement is included for convenience of reference only and does not constitute a part of this Agreement.

**9. NOTICE.** All notices or other communications provided under this Agreement will be in writing and will be deemed to have been duly provided as of the third business day after mailing by United States mail, addressed as follows:

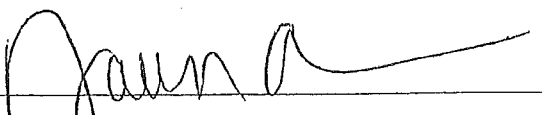
To Plaintiffs:  
Joshua Konecky  
SCHNEIDER WALLACE COTRELL KONECKY LLP  
180 Montgomery Street, Suite 2000  
San Francisco, CA 94104

To Defendant:  
Charles McKee, County Counsel  
Janet Holmes, Deputy County Counsel  
Office of the Monterey County Counsel  
168 W. Alisal Street, Third Floor  
Salinas, CA 93901-2439

**10. AGREEMENT ENTERED VOLUNTARILY.** The Parties have been advised by counsel throughout the proceedings in this Action. Plaintiffs acknowledge that they have carefully read this Agreement, that they have been provided a full and ample opportunity to study it, that they fully understand its final and binding effect, and that they are signing this Agreement voluntarily.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date(s) hereinafter indicated:

DATED: 3/18, 2014

  
DAWN ALLEN, Plaintiff


DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
JEFF BOLES, Plaintiff

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
ROGER MCRAE, Plaintiff

DATED: March 31, 2014

  
Steven F. Mauck, Risk Manager  
County of Monterey


Approved as to Form by Counsel:

Charles J. McKee, County Counsel

By 

Janet L. Holmes, Deputy County Counsel  
Attorneys for the County

DATED: March 26, 2014

  
SCHNEIDER WALLACE COTRELL KONECKY  
Counsel for Plaintiffs

**10. AGREEMENT ENTERED VOLUNTARILY.** The Parties have been advised by counsel throughout the proceedings in this Action. Plaintiffs acknowledge that they have carefully read this Agreement, that they have been provided a full and ample opportunity to study it, that they fully understand its final and binding effect, and that they are signing this Agreement voluntarily.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date(s) hereinafter indicated:

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
DAWN ALLEN, Plaintiff

DATED: March 18, 2014

\_\_\_\_\_  
JEFF BOLLS, Plaintiff

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
ROGER MCRAE, Plaintiff

DATED: March 31, 2014

\_\_\_\_\_  
Steven F. Mauck, Risk Manager  
County of Monterey

Approved as to Form by Counsel:

Charles J. McKee, County Counsel

By \_\_\_\_\_  
Janet L. Holmes, Deputy County Counsel  
Attorneys for the County

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
SCHNEIDER WALLACE COTRELL KONECKY  
Counsel for Plaintiffs

**10. AGREEMENT ENTERED VOLUNTARILY.** The Parties have been advised by counsel throughout the proceedings in this Action. Plaintiffs acknowledge that they have carefully read this Agreement, that they have been provided a full and ample opportunity to study it, that they fully understand its final and binding effect, and that they are signing this Agreement voluntarily.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date(s) hereinafter indicated:

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
DAWN ALLEN, Plaintiff

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
JEFF BOLES, Plaintiff

DATED: 3/24, 2014

  
\_\_\_\_\_  
ROGER MCRAE, Plaintiff

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
Steven F. Mauck, Risk Manager  
County of Monterey

Approved as to Form by Counsel:

Charles J. McKee, County Counsel

By \_\_\_\_\_  
Janet L. Holmes, Deputy County Counsel  
Attorneys for the County

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
SCHNEIDER WALLACE COTRELL KONECKY  
Counsel for Plaintiffs

## **Exhibit A**

1 Harry S. Stern (State Bar No. 176854)  
2 Peter A. Hoffmann (State Bar No. 254354)  
3 RAINS LUCIA STERN, PC  
4 2300 Contra Costa Blvd., Suite 500  
5 Pleasant Hill, California 94523  
6 Tel: (925) 609-1699  
7 Fax: (925) 609-1690  
8 Email: hstern@rlslawyers.com  
9 Email: phoffmann@rlslawyers.com

10 Joshua Konecky (State Bar No. 182897)  
11 jkonecky@schneiderwallace.com  
12 SCHNEIDER WALLACE  
13 COTTRELL KONECKY LLP  
14 180 Montgomery Street, Suite 2000  
15 San Francisco, CA 94104  
16 Telephone: (415) 421-7100

17 Attorneys for Plaintiffs

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

DAWN ALLEN, JEFF BOLES, ROGER  
MCRAE, on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

COUNTY OF MONTEREY, and DOES 1-50.

Defendants.

Case No. CV13-01659

FIRST AMENDED COLLECTIVE CLASS  
ACTION COMPLAINT FOR VIOLATIONS  
OF FAIR LABOR STANDARDS ACT

JURY TRIAL DEMANDED

1 Plaintiffs Dawn Allen, Jeff Boles, and Roger McRae, on behalf of themselves and all others  
2 similarly situated, allege as follows:

3 **NATURE OF THE CASE**

4 1. Plaintiffs work for the Defendant County of Monterey, in the Monterey County Probation  
5 Department. Plaintiffs are employed as Probation Officers and Juvenile Institution Officers on an  
6 hourly, nonexempt basis for Defendants. They seek to represent other former and current County  
7 employees who are similarly situated to them under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §  
8 201, et seq. Plaintiffs seek all wages owed, liquidated damages, penalties, interest, attorneys' fees, and  
9 costs.

10 2. The County of Monterey has relied upon a computerized payroll program that incorrectly  
11 calculates the Plaintiffs' overtime wages even when there is no dispute as to the actual wages owed. As  
12 a result, the County has regularly paid Plaintiffs and other similarly situated employees substantially less  
13 wages than what is concededly owed.

14 3. Defendants have known about and openly acknowledged the systemic failure to  
15 compensate its employees, including its miscalculations of the Plaintiffs' overtime rate of pay, yet  
16 Defendants still have not remedied the problems with the computer program and still have not paid back  
17 the employees the wages that are due.

18 **JURISDICTION AND VENUE**

19 4. The FLSA authorizes private rights of action to recover damages for violation of the  
20 FLSA's wage and hour provisions. 29 U.S.C. § 216(b). This Court has original federal question  
21 jurisdiction under 28 U.S.C. § 1331.

22 5. Venue is proper in this District under 28 U.S.C. § 1391 because Defendants conduct  
23 substantial business in this District and a substantial part of the acts and/or omissions giving rise to the  
24 claims occurred in this District.

25 **PARTIES**

26 6. Plaintiff Roger McRae is a citizen and resident of Monterey County, California. He  
27 currently is employed by Defendants in the Monterey County Probation Department as a Juvenile  
28 Institution Supervisor, which is a non-exempt position paid on an hourly basis.



1           7.     Plaintiff Jeff Boles is a citizen and resident of Monterey County, California. He  
2 currently is employed by Defendants in the Monterey County Probation Department as a Juvenile  
3 Institution Supervisor, which is a non-exempt position paid on an hourly basis.

4           8.     Plaintiff Dawn Allen is a citizen and resident of Monterey County, California. She  
5 currently is employed by Defendants in the Monterey County Probation Department as a Probation  
6 Officer, which is a non-exempt position paid on an hourly basis.

7           9.     Defendant County of Monterey is, and at all times hereby was, a political subdivision of  
8 the State of California, organized under the laws of California, and a public agency within the meaning of  
9 Section 3(x) of the FLSA. 29 U.S.C. § 203(x).

10          10.    Defendant County of Monterey is, and at all times hereby was, engaged in related  
11 activities performed through unified operation or common control for a common business purpose in  
12 conjunction with the activities of a public agency. Defendant County of Monterey is, and at all times  
13 material hereto was, an enterprise within the meaning of Section 3(r) of the FLSA. 29 U.S.C. § 203(r).

14          11.    Defendant County of Monterey has, and at all times material hereto had, engaged in  
15 commerce or in the production of goods for commerce, or had employees handling, selling, or otherwise  
16 working on goods or materials such as motor vehicles, petroleum products, food, and weapons that have  
17 been moved or produced for commerce. Defendant County of Monterey is, and at all times material hereto  
18 was, an enterprise engaged in commerce or the production of goods for commerce within the meaning of  
19 Section 3(s) of the FLSA. 29 U.S.C. § 203(s).

20          12.    Plaintiffs are informed and believe and thereon allege that each and every act and  
21 omission alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents  
22 and/or employees, and/or under the direction and control of each of the other Defendants, and that said  
23 acts and failures to act were within the course and scope of said agency, employment and/or direction  
24 and control.

25          13.    Plaintiffs use the terms "Defendant," "Defendants," and "the County" to refer  
26 collectively to all Defendants.

27                   **FACTS**

28          14.    Defendants employ Deputy Probation Officers I/II/III, Juvenile Institution Supervisors,

1 Senior Juvenile Institution Officers, and Juvenile Institution Officers I/II; and Juvenile Institution  
 2 Officers, including Plaintiffs, on a nonexempt, hourly basis. These employees work in programs and  
 3 facilities maintained, operated, and controlled by the Monterey County Probation Department. Plaintiffs  
 4 work regularly scheduled shifts of upward of 10 and 12 hours per day, and over 40 hours in a week. In  
 5 addition, some work additional hours transporting individuals in detention and/or under probation.

6 15. In or about January 2010, Defendants implemented a new computer system to calculate  
 7 overtime wages owed to the County employees, including Plaintiffs and other similarly situated  
 8 employees of the Monterey County Probation Department. Unfortunately, the computer system was not  
 9 programmed correctly and therefore does not calculate the overtime to be paid consistently with the  
 10 overtime wages that are actually due.

11 16. Defendants have been aware of these systemic calculation errors for approximately two  
 12 years. The County has acknowledged that the overtime has been calculated incorrectly and underpaid as  
 13 a result of the deficient computer program. Nonetheless, the County still has not rectified the problem  
 14 or paid the employees back the wages they are owed.

15 17. Defendants' failure to compensate employees for all the wages earned is unlawful.  
 16 Plaintiffs and the proposed collective and class members are entitled to recover wages, liquidated  
 17 damages, interests, attorneys' fees and costs, for these violations of law.

### 18 COLLECTIVE ACTION ALLEGATIONS

19 18. Plaintiffs bring this case as an "opt-in" collective action pursuant to the Fair Labor  
 20 Standards Act, 29 U.S.C. § 216(b), on behalf of themselves and a proposed collective of similarly  
 21 situated employees defined as:

22 All individuals who are currently employed, or formerly have been  
 23 employed, by Defendants in the Monterey County Probation Department  
 24 as non-exempt employees in the job classifications of Deputy Probation  
 25 Officer I/II/III; Juvenile Institution Supervisor; Senior Juvenile Institution  
 26 Officer; Juvenile Institution Officer I/II, or equivalent positions, within the  
 27 last three years (the "FLSA Collective").

28 19. Plaintiffs, individually, and on behalf of other similarly situated employees defined  
 above, seek relief on a collective basis challenging Defendants' policy and practice of failing to  
 accurately compute or compensate for all hours worked, including overtime compensation. The number

1 and identity of other similarly situated persons yet to opt-in and consent to be party-plaintiffs may be  
 2 determined from the records of Defendants, and potential opt-ins may be easily and quickly notified of  
 3 the pendency of this action.

4 **FIRST CAUSE OF ACTION**

5 **Violations of the Fair Labor Standards Act**  
 6 **(By the FLSA Collective and Against All Defendants)**

7 20. Plaintiffs, on behalf of themselves and all others similarly situated, reallege as if fully  
 8 set forth, each and every allegation set forth herein. Plaintiffs' consents to join this action seeking  
 9 unpaid wages are attached herewith as Exhibit A.

10 21. At all times material herein, Plaintiffs have been entitled to the rights, protections, and  
 11 benefits provided under the FLSA, 29 U.S.C. §§ 201, *et seq.*

12 22. The FLSA requires, among other things, that employers whose employees are engaged in  
 13 interstate commerce, engaged in the production of goods for commerce, or employed in an enterprise  
 14 engaged in commerce or in the production of goods for commerce pay employees the minimum wage  
 15 for all time worked and overtime pay at their regular rate of pay. 29 U.S.C. §§ 206(a)(1) and 207(a)(1).  
 16 Defendants are subject to the requirements of the FLSA.

17 23. Defendants have violated the FLSA by failing to accurately compute the wages due to  
 18 their nonexempt employees and to pay them all amounts owing, including overtime pay.

19 24. Plaintiffs and all similarly situated employees are victims of a uniform compensation  
 20 policy. This uniform policy, in violation of the FLSA, has been applied to all members of the FLSA  
 21 collective.

22 25. Plaintiffs and all similarly situated employees are entitled to damages equal to the  
 23 mandated pay and overtime premium pay within the three years preceding the filing of this Complaint,  
 24 plus periods of equitable tolling, because Defendants have acted willfully and knew or showed reckless  
 25 disregard of whether their conduct was prohibited by the FLSA.

26 26. Defendants have acted neither in good faith nor with reasonable grounds to believe that  
 27 their actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiffs and other  
 28 similarly situated employees are entitled to recover an award of liquidated damages in an amount equal  
 to the amount of unpaid overtime pay, and/or prejudgment interest at the applicable rate. 29 U.S.C.

1 216(b).

2 27. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the  
3 meaning of 29 U.S.C. § 255(a).

4 28. As a result of the aforesaid violations of the FLSA's overtime pay provisions,  
5 Defendants' have unlawfully withheld overtime compensation to Plaintiffs and all similarly situated  
6 employees. Accordingly, Defendants are liable for unpaid wages, together with an amount equal as  
7 liquidated damages, interest, attorneys' fees and costs of this action.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs prays for relief as follows:

10 1. For an order certifying that the First Count of this Complaint may be maintained as a  
11 collective action pursuant to 29 U.S.C. § 216(b) and that prompt notice of this action be issued to  
12 potential members of the opt-in FLSA Collective, apprising them of the pendency of this action, and  
13 permitting them to assert timely FLSA claims;

14 2. For an order awarding Plaintiffs and the FLSA Collective compensatory damages plus  
15 liquidated damages, including lost wages, earnings, and other employee benefits and all other sums of  
16 money owed to Plaintiffs and members of the FLSA Collective, together with interest on these amounts;

17 3. For an order directing Defendants to identify, locate and restore to all current and former  
18 employees the restitution they are due for lost wages, earnings, and other employee benefits and all other  
19 sums of money, together with interest on these amounts;

20 4. For preliminary, permanent and mandatory injunctive relief prohibiting Defendants, their  
21 officers, agents and all those acting in concert with them, from committing the violations of law herein  
22 alleged in the future;

23 5. For a declaratory judgment that Defendants have violated the FLSA and public policy as  
24 alleged herein;

25 6. For pre- and post-judgment interest;

26 7. For an award of reasonable attorneys' fees as provided by the FLSA and/or other  
27 applicable law;

28 8. For all costs of suit; and

1           9.       For such other and further relief as this Court deems just and proper.

2  
3       DATED: March 26, 2014

4                               By: 

Joshua Konecky

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6                               COTTRELL KONECKY LLP  
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20                             Attorneys for Plaintiffs  
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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b) and Civil Local Rule 3-6(a), Plaintiffs demand a jury trial for all issues so triable.

DATED: March 27, 2014

By: 

Joshua Konecky

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Attorneys for Plaintiffs

## **Exhibit B**



Employee ID	Department	Bargaining Unit	OT Date	Calculated OT	Original OT	Adjustment
10171	2550	M	9/10/2010	211.69	86.06	125.63
10171	2550	M	10/22/2010	171.97	165.56	6.41
10171	2550	M	12/17/2010	528.06	473.82	54.24
10171	2550	M	3/11/2011	68.81	12.33	56.48
10171	2550	M	7/15/2011	220.61	215.04	5.57
10171	2550	M	10/21/2011	167.41	167.40	0.01
<b>10171 Total</b>						248.34
10681	2550	M	11/19/2010	517.83	481.45	36.38
10681	2550	M	12/3/2010	203.13	197.39	5.74
10681	2550	M	4/22/2011	203.92	186.72	17.20
10681	2550	M	5/6/2011	33.68	28.85	4.83
10681	2550	M	6/3/2011	202.61	176.83	25.78
10681	2550	M	8/26/2011	272.54	256.06	16.48
<b>10681 Total</b>						106.41
11181	2550	M	9/9/2011	151.58	124.02	27.56
<b>11181 Total</b>						27.56
11317	2550	M	9/10/2010	104.78	76.10	28.68
11317	2550	M	9/9/2011	220.76	197.66	23.10
<b>11317 Total</b>						51.78
11326	2550	M	1/14/2011	45.35	38.83	6.52
11326	2550	M	4/22/2011	36.57	27.83	8.74
11326	2550	M	6/3/2011	73.39	73.17	0.22
<b>11326 Total</b>						15.48
11339	2550	M	9/24/2010	273.32	273.23	0.09
<b>11339 Total</b>						0.09
11423	2550	M	12/3/2010	84.83	82.35	2.48
11423	2550	M	3/25/2011	67.22	48.39	18.83
11423	2550	M	12/16/2011	4.35	3.93	0.42
<b>11423 Total</b>						21.73
11500	2550	M	9/10/2010	388.66	186.55	202.11
11500	2550	M	9/24/2010	780.65	765.12	15.53
11500	2550	M	11/19/2010	326.27	299.85	26.42
11500	2550	M	12/3/2010	237.25	165.48	71.77
11500	2550	M	12/31/2010	565.70	483.64	82.06
11500	2550	M	1/28/2011	260.04	212.24	47.80
11500	2550	M	7/15/2011	392.89	362.16	30.73
11500	2550	M	9/9/2011	167.27	152.06	15.21
11500	2550	M	10/21/2011	263.05	263.04	0.01
<b>11500 Total</b>						491.64
11502	2550	M	9/10/2010	112.89	-	112.89
11502	2550	M	9/24/2010	224.55	199.98	24.57
11502	2550	M	11/19/2010	168.96	154.46	14.50
11502	2550	M	12/3/2010	18.49	10.84	7.65
11502	2550	M	12/17/2010	112.54	97.53	15.01
11502	2550	M	12/31/2010	266.87	245.19	21.68
11502	2550	M	4/22/2011	302.61	301.12	1.49
11502	2550	M	9/23/2011	297.03	195.49	101.54

11502	2550	M	12/30/2011	149.53	136.50	13.03
<b>11502 Total</b>						312.36
11552	2550	M	9/10/2010	113.91	-	113.91
11552	2550	M	9/24/2010	193.12	174.54	18.58
11552	2550	M	11/19/2010	124.68	113.12	11.56
11552	2550	M	12/3/2010	107.56	58.48	49.08
11552	2550	M	9/9/2011	114.26	103.60	10.66
<b>11552 Total</b>						203.79
11675	2550	M	9/10/2010	82.76	-	82.76
<b>11675 Total</b>						82.76
11931	2550	M	9/24/2010	22.86	20.28	2.58
11931	2550	M	12/3/2010	73.11	51.20	21.91
11931	2550	M	12/17/2010	4.58	3.46	1.12
11931	2550	M	12/31/2010	36.57	26.08	10.49
<b>11931 Total</b>						36.10
11935	2550	M	11/5/2010	140.00	121.54	18.46
11935	2550	M	11/19/2010	139.26	135.02	4.24
11935	2550	M	12/3/2010	106.21	66.63	39.58
11935	2550	M	1/14/2011	248.56	187.01	61.55
11935	2550	M	9/23/2011	305.06	234.68	70.38
11935	2550	M	1/13/2012	122.41	111.46	10.95
<b>11935 Total</b>						205.16
12273	2550	M	9/10/2010	69.95	-	69.95
12273	2550	M	5/20/2011	4.36	3.13	1.23
<b>12273 Total</b>						71.18
12897	2550	M	9/24/2010	27.86	20.73	7.13
12897	2550	M	10/21/2011	28.32	28.31	0.01
<b>12897 Total</b>						7.14
13198	2550	M	10/22/2010	47.72	38.19	9.53
13198	2550	M	12/3/2010	5.29	3.41	1.88
13198	2550	M	12/31/2010	206.98	205.86	1.12
13198	2550	M	6/3/2011	66.18	64.60	1.58
13198	2550	M	7/15/2011	136.64	133.56	3.08
<b>13198 Total</b>						17.19
13308	2550	M	1/28/2011	481.16	451.26	29.90
13308	2550	M	4/22/2011	69.36	63.87	5.49
13308	2550	M	5/6/2011	69.72	66.97	2.75
13308	2550	M	5/20/2011	217.85	208.94	8.91
13308	2550	M	6/3/2011	136.86	96.43	40.43
13308	2550	M	6/17/2011	69.70	66.56	3.14
13308	2550	M	7/29/2011	103.99	94.80	9.19
<b>13308 Total</b>						99.81
13467	2550	M	9/23/2011	270.87	194.00	76.87
13467	2550	M	12/30/2011	139.04	127.06	11.98
<b>13467 Total</b>						88.85
13601	2550	M	10/22/2010	99.11	62.33	36.78
13601	2550	M	11/5/2010	32.95	23.30	9.65

13601	2550	M	1/14/2011	107.07	97.16	9.91
13601	2550	M	2/25/2011	86.48	70.24	16.24
13601	2550	M	3/11/2011	49.42	49.26	0.16
13601	2550	M	3/25/2011	8.24	7.42	0.82
13601	2550	M	7/1/2011	186.29	170.04	16.25
13601	2550	M	7/15/2011	65.89	34.51	31.38
13601	2550	M	9/23/2011	49.42	35.13	14.29
<b>13601 Total</b>						135.48
13914	2550	M	3/25/2011	66.37	60.39	5.98
<b>13914 Total</b>						5.98
14274	2550	M	12/3/2010	68.36	65.60	2.76
14274	2550	M	12/31/2010	33.53	19.06	14.47
14274	2550	M	1/28/2011	33.73	28.90	4.83
<b>14274 Total</b>						22.06
14603	2550	M	10/21/2011	127.01	127.00	0.01
<b>14603 Total</b>						0.01
15643	2550	M	9/10/2010	239.79	174.57	65.22
15643	2550	M	9/24/2010	140.09	127.61	12.48
15643	2550	M	12/31/2010	70.42	57.24	13.18
15643	2550	M	1/14/2011	34.59	34.49	0.10
15643	2550	M	4/8/2011	57.38	49.66	7.72
15643	2550	M	6/3/2011	8.84	8.42	0.42
<b>15643 Total</b>						99.12
16223	2550	M	10/22/2010	18.07	14.48	3.59
16223	2550	M	11/5/2010	73.11	56.23	16.88
16223	2550	M	12/3/2010	91.01	55.86	35.15
16223	2550	M	4/8/2011	56.40	51.21	5.19
16223	2550	M	4/22/2011	32.77	26.63	6.14
16223	2550	M	7/1/2011	4.66	3.32	1.34
<b>16223 Total</b>						68.29
16367	2550	M	9/10/2010	401.99	292.48	109.51
16367	2550	M	3/11/2011	131.77	118.29	13.48
16367	2550	M	3/25/2011	8.24	8.13	0.11
16367	2550	M	4/22/2011	135.89	-	135.89
<b>16367 Total</b>						258.99
16557	2550	M	9/10/2010	224.55	77.36	147.19
16557	2550	M	12/3/2010	181.08	65.89	115.19
16557	2550	M	3/11/2011	225.46	197.41	28.05
16557	2550	M	5/20/2011	225.46	197.41	28.05
<b>16557 Total</b>						318.48
16667	2550	M	9/24/2010	165.29	159.60	5.69
16667	2550	M	12/3/2010	210.44	198.69	11.75
16667	2550	M	12/31/2010	299.74	288.04	11.70
16667	2550	M	1/28/2011	352.02	336.21	15.81
16667	2550	M	6/3/2011	120.51	109.57	10.94
16667	2550	M	6/17/2011	68.89	61.82	7.07
16667	2550	M	9/23/2011	343.82	330.64	13.18

16667	2550	M	12/30/2011	207.83	190.64	17.19
<b>16667 Total</b>						93.33
16937	2550	M	2/25/2011	9.93	8.67	1.26
<b>16937 Total</b>						1.26
17588	2550	M	9/10/2010	99.57	-	99.57
17588	2550	M	11/19/2010	119.90	108.78	11.12
17588	2550	M	12/3/2010	98.78	58.16	40.62
17588	2550	M	9/9/2011	99.57	90.19	9.38
<b>17588 Total</b>						160.69
18477	2550	M	12/3/2010	102.11	80.18	21.93
18477	2550	M	4/22/2011	156.52	136.44	20.08
<b>18477 Total</b>						42.01
18911	2550	M	11/19/2010	19.05	17.18	1.87
<b>18911 Total</b>						1.87
19155	2550	M	11/19/2010	141.04	75.16	65.88
19155	2550	M	1/14/2011	141.41	81.51	59.90
19155	2550	M	1/28/2011	35.92	31.1	4.82
<b>19155 Total</b>						130.60
19270	2550	M	9/10/2010	79.58	-	79.58
19270	2550	M	9/9/2011	149.86	136.21	13.65
<b>19270 Total</b>						93.23
19521	2550	M	5/6/2011	112.32	102.31	10.01
19521	2550	M	9/9/2011	223.24	192.85	30.39
19521	2550	M	9/23/2011	224.02	195.97	28.05
19521	2550	M	10/21/2011	37.44	37.43	0.01
<b>19521 Total</b>						68.46
19827	2550	M	9/10/2010	454.26	268.85	185.41
19827	2550	M	9/24/2010	649.90	637.76	12.14
19827	2550	M	11/19/2010	283.00	259.61	23.39
19827	2550	M	12/3/2010	445.78	305.32	140.46
19827	2550	M	12/31/2010	909.15	793.97	115.18
19827	2550	M	1/28/2011	498.77	461.41	37.36
19827	2550	M	2/11/2011	281.60	253.76	27.84
19827	2550	M	6/3/2011	260.04	212.24	47.80
19827	2550	M	6/17/2011	249.25	224.22	25.03
19827	2550	M	7/15/2011	391.05	360.32	30.73
<b>19827 Total</b>						645.34
19849	2550	M	9/10/2010	83.83	-	83.83
19849	2550	M	5/20/2011	146.93	146.36	0.57
19849	2550	M	9/9/2011	83.83	50.26	33.57
<b>19849 Total</b>						117.97
19881	2550	M	11/5/2010	24.71	23.12	1.59
19881	2550	M	12/3/2010	140.78	139.02	1.76
19881	2550	M	12/31/2010	161.97	158.36	3.61
19881	2550	M	5/6/2011	20.59	18.56	2.03
19881	2550	M	5/20/2011	24.71	20.16	4.55
19881	2550	M	8/26/2011	16.62	16.21	0.41

<b>19881 Total</b>						13.95
19925	2550	M	11/19/2010	82.81	74.93	7.88
19925	2550	M	9/9/2011	82.81	74.93	7.88
19925	2550	M	9/23/2011	197.22	181.12	16.10
19925	2550	M	10/21/2011	238.96	238.95	0.01
<b>19925 Total</b>						31.87
19967	2550	M	12/17/2010	241.07	211.18	29.89
19967	2550	M	1/14/2011	820.57	714.55	106.02
19967	2550	M	3/11/2011	67.60	58.19	9.41
19967	2550	M	4/8/2011	67.60	58.19	9.41
19967	2550	M	5/20/2011	71.82	70.16	1.66
19967	2550	M	6/3/2011	407.80	354.15	53.65
19967	2550	M	7/1/2011	177.59	173.76	3.83
19967	2550	M	10/21/2011	236.85	217.22	19.63
<b>19967 Total</b>						233.50
20010	2550	M	11/5/2010	319.10	317.51	1.59
20010	2550	M	12/3/2010	235.74	197.65	38.09
20010	2550	M	2/25/2011	134.50	133.75	0.75
20010	2550	M	3/11/2011	134.50	134.12	0.38
20010	2550	M	4/8/2011	167.38	144.04	23.34
20010	2550	M	6/3/2011	270.87	248.91	21.96
20010	2550	M	8/26/2011	133.41	79.50	53.91
20010	2550	M	9/23/2011	455.57	405.69	49.88
<b>20010 Total</b>						189.90
20040	2550	M	7/1/2011	29.64	25.7	3.94
20040	2550	M	1/27/2012	60.82	55.42	5.4
<b>20040 Total</b>						9.34
20088	2550	M	10/21/2011	26.61	26.60	0.01
20088	2550	M	1/27/2012	106.28	97.09	9.19
<b>20088 Total</b>						9.2
20478	2550	M	9/10/2010	404.93	283.66	121.27
20478	2550	M	9/24/2010	416.76	406.31	10.45
20478	2550	M	11/19/2010	132.79	121.05	11.74
20478	2550	M	12/3/2010	301.68	290.13	11.55
20478	2550	M	12/17/2010	354.62	341.08	13.54
20478	2550	M	7/1/2011	67.6	58.19	9.41
20478	2550	M	9/9/2011	75.72	64.09	11.63
20478	2550	M	10/21/2011	227.56	227.55	0.01
<b>20478 Total</b>						189.60
20556	2550	M	9/10/2010	105.75	38.17	67.58
20556	2550	M	9/24/2010	80.51	77.01	3.50
20556	2550	M	11/19/2010	151.25	150.28	0.97
20556	2550	M	12/3/2010	162.11	151.15	10.96
20556	2550	M	5/20/2011	79.88	71.46	8.42
20556	2550	M	6/3/2011	3.35	2.96	0.39
<b>20556 Total</b>						91.82
20745	2550	M	9/10/2010	22.97	-	22.97

20745	2550	M	11/5/2010	290.02	255.60	34.42
20745	2550	M	11/19/2010	199.61	174.55	25.06
20745	2550	M	12/3/2010	217.05	179.02	38.03
20745	2550	M	1/14/2011	245.72	195.91	49.81
20745	2550	M	6/17/2011	192.95	168.39	24.56
20745	2550	M	7/1/2011	128.78	117.36	11.42
<b>20745 Total</b>						206.27
20867	2550	M	9/10/2010	34.73	-	34.73
20867	2550	M	9/24/2010	25.91	24.01	1.90
20867	2550	M	12/17/2010	270.54	188.18	82.36
20867	2550	M	3/11/2011	34.61	29.78	4.83
20867	2550	M	5/6/2011	34.51	28.08	6.43
20867	2550	M	7/15/2011	34.61	29.78	4.83
20867	2550	M	8/12/2011	34.79	33.08	1.71
20867	2550	M	9/9/2011	34.70	31.48	3.22
<b>20867 Total</b>						140.01
20899	2550	M	7/15/2011	13.31	13.00	0.31
<b>20899 Total</b>						0.31
20910	2550	M	9/10/2010	107.52	89.65	17.87
20910	2550	M	11/5/2010	216.85	207.50	9.35
20910	2550	M	12/3/2010	352.54	273.67	78.87
20910	2550	M	1/28/2011	9.00	8.11	0.89
20910	2550	M	2/11/2011	305.67	280.55	25.12
20910	2550	M	2/25/2011	312.16	235.88	76.28
20910	2550	M	3/11/2011	125.44	102.36	23.08
20910	2550	M	7/15/2011	53.76	52.14	1.62
20910	2550	M	7/29/2011	71.68	69.97	1.71
20910	2550	M	1/13/2012	62.72	56.71	6.01
<b>20910 Total</b>						240.8
21107	2550	M	11/5/2010	132.60	126.61	5.99
21107	2550	M	11/19/2010	167.55	159.18	8.37
21107	2550	M	12/3/2010	75.10	67.23	7.87
21107	2550	M	12/17/2010	366.70	350.26	16.44
21107	2550	M	12/31/2010	265.84	244.42	21.42
21107	2550	M	5/6/2011	65.04	41.13	23.91
21107	2550	M	5/20/2011	132.32	113.78	18.54
21107	2550	M	7/1/2011	133.14	127.43	5.71
21107	2550	M	9/23/2011	66.33	59.60	6.73
21107	2550	M	10/21/2011	343.79	343.78	0.01
<b>21107 Total</b>						114.99
21353	2550	M	11/5/2010	271.70	266.28	5.42
21353	2550	M	12/3/2010	120.53	113.76	6.77
21353	2550	M	12/31/2010	339.05	287.03	52.02
21353	2550	M	1/28/2011	33.29	32.10	1.19
21353	2550	M	3/25/2011	4.18	3.72	0.46
21353	2550	M	4/8/2011	33.39	32.59	0.80
21353	2550	M	6/3/2011	4.18	3.77	0.41

21353	2550	M	7/1/2011	66.44	47.86	18.58
21353	2550	M	7/15/2011	69.70	50.19	19.51
<b>21353 Total</b>						105.16
21365	2550	M	11/19/2010	40.31	29.27	11.04
21365	2550	M	12/17/2010	53.76	39.21	14.55
21365	2550	M	2/11/2011	242.27	213.85	28.42
21365	2550	M	9/23/2011	143.58	142.46	1.12
21365	2550	M	10/21/2011	28.37	28.36	0.01
<b>21365 Total</b>						55.14
21367	2550	M	12/31/2010	33.62	29.94	3.68
21367	2550	M	2/25/2011	30.67	26.29	4.38
21367	2550	M	3/25/2011	76.82	70.67	6.15
21367	2550	M	5/6/2011	189.04	185.96	3.08
21367	2550	M	6/3/2011	78.91	71.53	7.38
21367	2550	M	10/21/2011	7.85	7.84	0.01
21367	2550	M	12/30/2011	125.51	114.09	11.42
<b>21367 Total</b>						36.1
21368	2550	M	9/10/2010	457.49	344.97	112.52
21368	2550	M	9/24/2010	189.07	183.13	5.94
21368	2550	M	10/22/2010	595.12	506.35	88.77
21368	2550	M	11/19/2010	485.27	482.08	3.19
21368	2550	M	12/3/2010	403.27	376.50	26.77
21368	2550	M	12/17/2010	627.05	526.00	101.05
21368	2550	M	6/3/2011	32.89	25.23	7.66
21368	2550	M	8/26/2011	462.59	413.78	48.81
21368	2550	M	9/23/2011	459.48	361.86	97.62
21368	2550	M	12/16/2011	411.92	381.51	30.41
<b>21368 Total</b>						522.74
21375	2550	M	9/10/2010	121.16	21.28	99.88
21375	2550	M	9/24/2010	167.98	165.07	2.91
21375	2550	M	11/19/2010	196.75	121.56	75.19
21375	2550	M	12/3/2010	244.05	207.17	36.88
21375	2550	M	12/17/2010	507.06	454.70	52.36
21375	2550	M	12/31/2010	122.98	106.68	16.30
21375	2550	M	1/14/2011	121.16	72.26	48.90
21375	2550	M	2/11/2011	122.26	105.95	16.31
21375	2550	M	2/25/2011	121.71	99.97	21.74
21375	2550	M	3/25/2011	246.05	216.17	29.88
21375	2550	M	4/22/2011	182.42	127.85	54.57
21375	2550	M	5/20/2011	121.71	78.24	43.47
21375	2550	M	6/17/2011	122.80	115.33	7.47
21375	2550	M	8/12/2011	131.14	108.32	22.82
21375	2550	M	9/9/2011	130.60	107.77	22.83
21375	2550	M	9/23/2011	131.87	-	131.87
21375	2550	M	10/21/2011	225.89	225.88	0.01
<b>21375 Total</b>						683.39
21385	2550	M	9/10/2010	298.82	192.26	106.56



21385	2550	M	9/24/2010	120.89	110.02	10.87
21385	2550	M	11/19/2010	314.95	289.85	25.10
21385	2550	M	12/3/2010	336.84	211.67	125.17
21385	2550	M	12/31/2010	253.50	169.83	83.67
21385	2550	M	1/14/2011	241.85	221.58	20.27
21385	2550	M	1/28/2011	126.87	115.45	11.42
21385	2550	M	2/25/2011	126.87	104.05	22.82
21385	2550	M	4/22/2011	125.50	68.45	57.05
21385	2550	M	5/6/2011	319.15	294.05	25.10
21385	2550	M	6/3/2011	317.95	242.65	75.30
21385	2550	M	7/29/2011	79.62	72.23	7.39
21385	2550	M	9/9/2011	126.60	58.14	68.46
21385	2550	M	9/23/2011	191.39	150.46	40.93
21385	2550	M	10/21/2011	32.95	32.94	0.01
21385	2550	M	12/30/2011	417.98	284.57	133.41
<b>21385 Total</b>						813.53
21392	2550	M	10/7/2011	192.26	38.51	153.75
21392	2550	M	11/18/2011	123.65	112.26	11.39
<b>21392 Total</b>						165.14
23051	2550	M	10/21/2011	163.33	163.32	0.01
<b>23051 Total</b>						0.01
23569	2550	M	9/10/2010	18.17	-	18.17
23569	2550	M	12/3/2010	175.43	169.68	5.75
23569	2550	M	12/17/2010	114.94	68.58	46.36
23569	2550	M	2/25/2011	102.04	92.92	9.12
23569	2550	M	4/8/2011	488.38	385.93	102.45
23569	2550	M	6/17/2011	59.77	51.22	8.55
<b>23569 Total</b>						190.40
23759	2550	M	9/9/2011	151.59	137.80	13.79
<b>23759 Total</b>						13.79
23777	2550	M	9/10/2010	198.13	135.47	62.66
23777	2550	M	9/24/2010	126.14	103.90	22.24
<b>23777 Total</b>						84.90
23790	2550	M	9/10/2010	60.63	0	60.63
23790	2550	M	11/5/2010	133.54	127.97	5.57
23790	2550	M	12/3/2010	82.99	62.75	20.24
23790	2550	M	1/28/2011	39.22	35.60	3.62
23790	2550	M	3/25/2011	70.92	51.82	19.10
23790	2550	M	5/6/2011	138.45	137.71	0.74
23790	2550	M	7/15/2011	19.61	19.49	0.12
<b>23790 Total</b>						110.02
23791	2550	M	10/22/2010	81.68	74.36	7.32
23791	2550	M	11/5/2010	72.56	66.01	6.55
23791	2550	M	11/19/2010	72.56	50.95	21.61
23791	2550	M	9/9/2011	247.03	225.83	21.20
<b>23791 Total</b>						56.68
23794	2550	M	2/11/2011	68.74	61.37	7.37

<b>23794 Total</b>						7.37
23831	2550	M	9/24/2010	49.57	40.07	9.50
<b>23831 Total</b>						9.50
23856	2550	M	12/3/2010	120.26	105.76	14.50
23856	2550	M	12/17/2010	198.82	194.57	4.25
23856	2550	M	12/31/2010	180.07	117.71	62.36
<b>23856 Total</b>						81.11
23862	2550	M	7/1/2011	4.27	3.45	0.82
<b>23862 Total</b>						0.82
23863	2550	M	3/11/2011	191.26	190.77	0.49
<b>23863 Total</b>						0.49
23867	2550	M	11/19/2010	116.03	98.00	18.03
23867	2550	M	12/3/2010	76.22	51.06	25.16
23867	2550	M	1/28/2011	166.64	145.27	21.37
23867	2550	M	3/11/2011	29.21	27.82	1.39
23867	2550	M	5/20/2011	115.66	69.31	46.35
23867	2550	M	6/17/2011	411.06	395.45	15.61
23867	2550	M	7/1/2011	234.60	225.15	9.45
<b>23867 Total</b>						137.36
23875	2550	M	9/24/2010	23.60	21.66	1.94
23875	2550	M	12/17/2010	3.94	3.40	0.54
23875	2550	M	1/14/2011	188.10	165.93	22.17
23875	2550	M	1/28/2011	373.50	347.35	26.15
23875	2550	M	7/15/2011	23.52	19.24	4.28
<b>23875 Total</b>						55.08
27254	2550	M	9/10/2010	121.96	34.55	87.41
27254	2550	M	9/24/2010	61.20	59.77	1.43
27254	2550	M	10/22/2010	33.30	28.64	4.66
27254	2550	M	12/3/2010	167.69	102.81	64.88
27254	2550	M	3/11/2011	30.57	26.42	4.15
27254	2550	M	8/26/2011	12.05	10.10	1.95
27254	2550	M	10/21/2011	24.20	24.19	0.01
<b>27254 Total</b>						164.49
27271	2550	M	9/10/2010	120.67	13.9	106.77
27271	2550	M	2/11/2011	119.48	104.03	15.45
27271	2550	M	3/25/2011	119.12	88.22	30.90
27271	2550	M	7/1/2011	60.08	51.98	8.10
27271	2550	M	7/15/2011	210.78	198.12	12.66
27271	2550	M	9/23/2011	126.44	110.13	16.31
27271	2550	M	10/21/2011	190.51	190.50	0.01
<b>27271 Total</b>						190.20
27280	2550	M	12/3/2010	177.25	110.83	66.42
<b>27280 Total</b>						66.42
27281	2550	M	8/12/2011	8.43	8.27	0.16
<b>27281 Total</b>						0.16
27285	2550	M	9/10/2010	3.30	-	3.30
27285	2550	M	9/24/2010	70.27	67.44	2.83

27285	2550	M	12/3/2010	356.84	330.84	26.00
27285	2550	M	12/17/2010	332.40	223.33	109.07
27285	2550	M	4/8/2011	155.89	136.42	19.47
27285	2550	M	11/18/2011	42.48	38.60	3.88
<b>27285 Total</b>						164.55
27294	2550	M	10/22/2010	94.18	93.97	0.21
27294	2550	M	11/19/2010	20.14	17.73	2.41
27294	2550	M	12/3/2010	12.40	8.57	3.83
27294	2550	M	12/17/2010	114.88	112.3	2.58
27294	2550	M	2/25/2011	56.65	55.97	0.68
27294	2550	M	3/11/2011	46.03	41.05	4.98
27294	2550	M	4/22/2011	28.33	25.56	2.77
27294	2550	M	5/6/2011	113.30	110.72	2.58
27294	2550	M	10/21/2011	24.79	24.78	0.01
<b>27294 Total</b>						20.05
27303	2550	M	9/10/2010	113.83	34.30	79.53
27303	2550	M	9/9/2011	90.17	77.96	12.21
<b>27303 Total</b>						91.74
27318	2550	M	9/10/2010	114.62	41.62	73.00
27318	2550	M	2/25/2011	33.63	29.75	3.88
27318	2550	M	3/11/2011	59.48	58.13	1.35
27318	2550	M	8/26/2011	29.74	28.36	1.38
27318	2550	M	9/23/2011	347.53	341.15	6.38
<b>27318 Total</b>						85.99
27320	2550	M	11/18/2011	77.21	76.97	0.24
<b>27320 Total</b>						0.24
27336	2550	M	9/23/2011	72.61	63.19	9.42
<b>27336 Total</b>						9.42
27402	2550	M	9/10/2010	54.57	-	54.57
27402	2550	M	9/24/2010	50.13	45.71	4.42
27402	2550	M	10/22/2010	55.54	48.69	6.85
27402	2550	M	12/3/2010	455.99	342.33	113.66
27402	2550	M	1/14/2011	28.32	21.76	6.56
27402	2550	M	1/28/2011	335.94	298.17	37.77
27402	2550	M	7/29/2011	109.58	65.64	43.94
27402	2550	M	9/9/2011	87.40	52.38	35.02
<b>27402 Total</b>						302.79
27405	2550	M	11/5/2010	266.51	224.57	41.94
27405	2550	M	11/19/2010	267.22	203.72	63.50
27405	2550	M	12/17/2010	284.41	283.71	0.70
27405	2550	M	12/31/2010	323.58	256.97	66.61
27405	2550	M	2/11/2011	107.40	97.63	9.77
27405	2550	M	3/11/2011	202.48	185.51	16.97
27405	2550	M	4/8/2011	163.45	121.42	42.03
27405	2550	M	5/20/2011	231.73	230.32	1.41
27405	2550	M	6/17/2011	188.84	172.84	16.00
27405	2550	M	9/9/2011	137.58	119.68	17.90

27405	2550	M	9/23/2011	275.70	273.01	2.69
<b>27405 Total</b>						279.52
27417	2550	M	9/10/2010	28.46	-	28.46
27417	2550	M	2/11/2011	3.62	3.12	0.50
27417	2550	M	3/25/2011	61.12	52.65	8.47
27417	2550	M	4/22/2011	29.07	25.14	3.93
27417	2550	M	5/6/2011	58.10	57.78	0.32
27417	2550	M	7/1/2011	18.18	17.35	0.83
27417	2550	M	7/15/2011	58.10	57.78	0.32
<b>27417 Total</b>						42.83
27457	2550	M	12/31/2010	78.76	44.77	33.99
27457	2550	M	5/6/2011	55.54	31.30	24.24
27457	2550	M	7/29/2011	7.14	6.50	0.64
<b>27457 Total</b>						58.87
27458	2550	M	9/10/2010	54.57	-	54.57
27458	2550	M	9/24/2010	23.58	19.52	4.06
27458	2550	M	12/31/2010	184.70	101.31	83.39
27458	2550	M	2/25/2011	129.03	124.64	4.39
27458	2550	M	5/6/2011	3.58	3.16	0.42
27458	2550	M	7/29/2011	7.19	6.85	0.34
27458	2550	M	8/12/2011	27.98	18.80	9.18
27458	2550	M	9/23/2011	113.95	104.18	9.77
<b>27458 Total</b>						166.12
27464	2550	M	10/22/2010	197.18	124.16	73.02
<b>27464 Total</b>						73.02
27470	2550	M	9/10/2010	19.88	-	19.88
27470	2550	M	10/22/2010	99.44	54.57	44.87
27470	2550	M	6/17/2011	27.00	23.72	3.28
27470	2550	M	7/29/2011	81.11	71.74	9.37
<b>27470 Total</b>						77.40
27483	2550	M	10/22/2010	170.38	153.65	16.73
27483	2550	M	11/19/2010	55.73	33.67	22.06
27483	2550	M	12/3/2010	57.45	53.63	3.82
27483	2550	M	12/31/2010	113.07	89.93	23.14
27483	2550	M	3/25/2011	14.18	11.98	2.20
27483	2550	M	6/3/2011	179.59	158.57	21.02
27483	2550	M	9/9/2011	29.76	24.51	5.25
<b>27483 Total</b>						94.22
27494	2550	M	11/5/2010	6.59	5.64	0.95
27494	2550	M	4/22/2011	215.09	188.98	26.11
27494	2550	M	5/20/2011	150.11	149.3	0.81
27494	2550	M	6/3/2011	77.19	34.57	42.62
<b>27494 Total</b>						70.49
27527	2550	M	11/5/2010	226.14	172.61	53.53
27527	2550	M	12/17/2010	13.52	11.00	2.52
<b>27527 Total</b>						56.05
27532	2550	M	10/22/2010	49.70	41.70	8.00

<b>27532 Total</b>						8.00
27533	2550	M	11/19/2010	61.67	50.23	11.44
<b>27533 Total</b>						11.44
27537	2550	M	9/10/2010	202.78	132.64	70.14
27537	2550	M	9/24/2010	90.93	88.76	2.17
27537	2550	M	1/28/2011	55.24	50.38	4.86
27537	2550	M	2/25/2011	55.24	50.38	4.86
<b>27537 Total</b>						82.03
27543	2550	M	12/3/2010	37.52	19.44	18.08
27543	2550	M	12/17/2010	15.83	8.04	7.79
<b>27543 Total</b>						25.87
27545	2550	M	1/28/2011	10.07	7.82	2.25
27545	2550	M	7/15/2011	114.53	109.89	4.64
27545	2550	M	11/18/2011	114.16	113.79	0.37
<b>27545 Total</b>						7.26
27546	2550	M	9/10/2010	3.09	-	3.09
27546	2550	M	11/5/2010	116.47	70.39	46.08
27546	2550	M	1/14/2011	216.11	205.12	10.99
27546	2550	M	3/25/2011	13.72	13.05	0.67
27546	2550	M	4/22/2011	40.27	33.33	6.94
<b>27546 Total</b>						67.77
27550	2550	M	9/10/2010	187.25	99.14	88.11
27550	2550	M	12/17/2010	54.52	49.67	4.85
<b>27550 Total</b>						92.96
27552	2550	M	11/5/2010	76.26	56.07	20.19
27552	2550	M	12/17/2010	25.78	22.25	3.53
<b>27552 Total</b>						23.72
27554	2550	M	9/24/2010	316.02	307.32	8.70
27554	2550	M	11/5/2010	92.98	92.61	0.37
27554	2550	M	11/19/2010	22.68	15.11	7.57
27554	2550	M	12/3/2010	17.45	16.27	1.18
27554	2550	M	3/25/2011	108.30	102.81	5.49
27554	2550	M	7/1/2011	53.75	50.87	2.88
<b>27554 Total</b>						26.19
28662	2550	M	9/10/2010	146.42	76.32	70.10
28662	2550	M	2/11/2011	105.66	79.35	26.31
28662	2550	M	4/22/2011	294.96	274.14	20.82
28662	2550	M	6/3/2011	54.27	49.67	4.60
28662	2550	M	9/9/2011	249.46	203.49	45.97
28662	2550	M	12/30/2011	111.44	-	111.44
<b>28662 Total</b>						279.24
28691	2550	M	10/22/2010	172.02	163.57	8.45
28691	2550	M	12/31/2010	71.73	59.44	12.29
28691	2550	M	1/14/2011	249.92	196.42	53.50
28691	2550	M	4/8/2011	162.85	150.03	12.82
28691	2550	M	6/3/2011	106.39	88.84	17.55
28691	2550	M	6/17/2011	19.89	16.34	3.55

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28691	2550	M	9/9/2011	104.57	95.79	8.78
28691	2550	M	10/7/2011	259.23	155.85	103.38
<b>28691 Total</b>						220.32
28918	2550	M	2/11/2011	362.54	362.03	0.51
28918	2550	M	6/3/2011	81.25	76.37	4.88
<b>28918 Total</b>						5.39
30028	2550	M	3/11/2011	108.57	99.79	8.78
30028	2550	M	5/20/2011	80.72	77.35	3.37
<b>30028 Total</b>						12.15
30120	2550	M	10/14/2011	147.25	147.24	0.01
30120	2550	M	11/18/2011	103.33	20.67	82.66
<b>30120 Total</b>						82.67
30121	2550	M	10/21/2011	82.67	82.66	0.01
<b>30121 Total</b>						0.01
11360	2550	N	9/10/2010	41.22	-	41.22
11360	2550	N	9/24/2010	77.22	74.73	2.49
11360	2550	N	11/5/2010	82.11	70.84	11.27
11360	2550	N	11/19/2010	92.36	79.75	12.61
11360	2550	N	1/28/2011	546.57	526.80	19.77
11360	2550	N	7/1/2011	25.42	16.32	9.10
11360	2550	N	7/15/2011	45.93	32.98	12.95
11360	2550	N	10/21/2011	20.64	20.63	0.01
<b>11360 Total</b>						109.42
11747	2550	N	10/21/2011	69.02	69.01	0.01
<b>11747 Total</b>						0.01
12139	2550	N	9/10/2010	309.20	193.35	115.85
12139	2550	N	11/19/2010	20.17	11.40	8.77
12139	2550	N	12/17/2010	185.35	181.36	3.99
12139	2550	N	2/11/2011	144.02	135.29	8.73
12139	2550	N	3/25/2011	284.40	213.91	70.49
12139	2550	N	4/22/2011	325.91	270.04	55.87
12139	2550	N	5/6/2011	40.98	32.80	8.18
12139	2550	N	9/23/2011	183.94	152.03	31.91
<b>12139 Total</b>						303.79
12401	2550	N	12/3/2010	311.90	237.43	74.47
12401	2550	N	3/25/2011	139.84	123.97	15.87
<b>12401 Total</b>						90.34
13532	2550	N	11/19/2010	62.61	54.05	8.56
13532	2550	N	1/28/2011	31.32	26.96	4.36
13532	2550	N	10/21/2011	57.20	57.19	0.01
<b>13532 Total</b>						12.93
15979	2550	N	9/10/2010	42.90	-	42.90
15979	2550	N	12/3/2010	52.49	41.41	11.08
15979	2550	N	4/22/2011	260.45	43.36	217.09
<b>15979 Total</b>						271.07
17486	2550	N	9/24/2010	29.99	27.80	2.19
17486	2550	N	11/5/2010	165.48	143.38	22.10

17486	2550	N	11/19/2010	70.53	63.91	6.62
17486	2550	N	12/17/2010	124.55	89.89	34.66
17486	2550	N	2/25/2011	39.73	21.93	17.80
17486	2550	N	3/25/2011	59.59	51.75	7.84
17486	2550	N	4/22/2011	70.09	59.96	10.13
17486	2550	N	9/9/2011	40.17	38.00	2.17
<b>17486 Total</b>						103.51
19096	2550	N	9/10/2010	258.80	153.64	105.16
19096	2550	N	12/3/2010	185.16	122.72	62.44
19096	2550	N	12/17/2010	31.06	26.70	4.36
19096	2550	N	12/31/2010	341.62	284.97	56.65
<b>19096 Total</b>						228.61
<b>Grand Total</b>						13,030.10